

ORIGINAL

BEFORE THE BOARD OF REAL ESTATE APPRAISERS

STATE OF IDAHO

In the Matter of the License of:)	Case Nos. REA-L3-02A-98-023
)	REA-S2C-02A-99-026
)	REA-P3-02A-99-039
DAVID L. VOTAW,)	REA-P3-02A-99-040
License No. CRA-163,)	REA-L3C-02A-00-022
)	
)	
Respondent.)	STIPULATION AND
)	CONSENT ORDER

Reapprsr\Votaw\P12471wa

WHEREAS, information having been received by the Idaho State Board of Real Estate Appraisers (hereinafter the "Board") which constitutes sufficient grounds for the initiation of an administrative action against David L. Votaw (hereinafter "Respondent"); and

WHEREAS, the parties mutually agree to settle the matter pending administrative Board action in an expeditious manner; now, therefore,

IT IS HEREBY STIPULATED AND AGREED between the undersigned parties that this matter shall be settled and resolved upon the following terms:

A.

1. The Board may regulate the practice of real estate appraisals in the State of Idaho in accordance with title 54, chapter 41, Idaho Code.

2. Respondent David L. Votaw is a licensee of the Idaho State Board of Real Estate Appraisers under License No. CRA-163 to engage in the practice of real estate appraisals. Respondent's continued right to licensure is subject to Respondent's compliance with the laws of the Board codified at title 54, chapter 41, Idaho Code, and the rules of the Board, promulgated at IDAPA 24.18.01.

3. Appraisals in the State of Idaho must comply with the minimum standards set forth in the Uniform Standards of Professional Appraisal Practices ("USPAP").

COUNT ONE

Case No. REA-L3-02A-98-023

4. On or about August 10, 1998, Respondent prepared an appraisal report for the property located at 11781 McMillan Road in Boise, Idaho ("Subject Property #1").

5. Respondent's appraisal of Subject Property #1 failed to meet the following requirements of USPAP Standards (1998):

a. Respondent's report failed to (i) properly define the neighborhood property boundaries; (ii) discuss factors that affect marketability of the properties in the neighborhood; (iii) discuss the fact that McMillan Road is a four-lane primary arterial with adverse traffic influence, or the setback of the improvements from the road; and (iv) recognize the underground easement of Salt Lake Pipeline Company which crosses the subject site or the resulting restrictions or impact, if any, on value, all in violation of Standards Rules 1-1 (b) and (c).

b. Respondent's report claimed that the improvements on the property are "custom-built" which resulted in overstating the unit cost per square foot in the cost approach and the selection of vastly superior comparable sales in the market approach. For example, the report identifies 2 X 6 interior walls (incl. insulation), propane-powered generator, tiled flooring in the kitchen, dining and bath, and custom-built cabinets and tiled counters as support for the "custom" rating when, in fact, the exterior design of the subject is box-like with basic roof structure and standard asphalt shingles, the vinyl siding and vinyl-framed double-paned windows are common application for entry-level housing, and there is no upgraded brick or stone trim or wainscot. Further, numerous interior design and finish components preclude the subject's "custom" classification, including 8-foot ceiling heights with no identified specialty sheetrock detail or vaults, basic kitchen layout with laminate countertops rather than tile as stated in the report, average-quality appliances, sheetrock-wrapped windows with wood sills, absence of rounded sheetrock corners, fiberglass bath wainscot, and standard efficiency heating and cooling systems.

The comparables in the report identify substantially superior exterior design, quality and appeal to the subject property, such as hip or varied rooflines, varied architectural lines, extensive brick or stucco applications, and wood shake roof cover, and the MLS listings for the comparables identify superior interiors. In addition, two of the comparables are single-level, all on smaller (non-acreage) sites, having no traffic influence, superior view amenities, and all outside the subject's west Boise neighborhood identified by Respondent in the report. Respondent's choice and use of comparables in the report violated the Competency Provision and Standards Rules 2-1(a) and (b).

c. The unit cost per square foot utilized in the cost approach is overstated for the size and quality of the subject property, in violation of Standards Rule 1-4(b)(ii) and (iii).

d. Respondent failed to prepare the report in an ethically and competent manner in accordance with USPAP Standards, in violation of the Ethics Provision, Conduct Section.

COUNT TWO

Case No. REA-S2C-02A-99-026

6. On or about April 4, 1997, Respondent prepared an appraisal report for the property located at 1617 West Orchard Avenue in Nampa, Idaho ("Subject Property #2").

7. Respondent's appraisal of Subject Property #2 failed to meet the following requirements of USPAP Standards (1997):

a. Respondent's report failed to (i) properly define the neighborhood property boundaries; (ii) contain a meaningful discussion of the neighborhood including housing composition with a broad mix of age and price ranges including manufactured housing; (iii) discuss the fact that the property is accessed by a private gravel lane off Orchard Avenue and resulting market impact, as well as the maintenance of the private lane; (iv) adequately discuss easements which significantly reduce the net usable site area and which contribute to the selection of higher-priced comparables sales and misleading

site size adjustments; (v) correctly identify the flood hazard map information; and (vi) discuss site improvements, including landscaping, all in violation of Standards Rules 1-1(b) and (c).

b. Respondent's report overstated the unit cost per square foot utilized in the cost approach for the size and quality of the subject property, and there is no discussion or support for the land value, in violation of Standards Rule 1-4(b)(i) and (ii).

c. Respondent's report failed to include appropriate comparables and failed to consider and reconcile the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the approaches used, in violation of Standards Rules 1-1(a), (b) and (c) and 1-5(c). Respondent's report does not contain any supporting documentation regarding any verifications or narrative discussion of findings for the comparable sales. None of the comparable sales front gravel lanes with mixed conformity of immediate housing such as the subject, all are out of the immediate neighborhood, the report adjusted site size at \$2,500 per acre which has no relationship to the market, and no adjustments were made for location differences of the comparable sales. In addition, as to the individual comparables:

i. *Comparable #1:* The age adjustment of \$200 implies accuracy unattainable in an appraisal analysis, and this adjustment has no relationship to two years of physical depreciation vs. new construction; an adjustment at \$6.25 per square foot was made for the 1200 square foot shop with 220 power, but in the cost approach the subject garage with similar materials was adjusted at \$14.75 per square foot; there is no discussion of a fence or any site improvements for the comparable, but a fence has been recognized in the market grid; and there is no adjustment for the underground sprinklers or RV parking as stated in the MLS or for full landscaping as shown in the photograph.

ii. *Comparable #2:* The inclusion of a two-story comparable on a significantly larger site with a triple-car garage and 4.5 miles from the subject while

precluding more similar superior data is misleading; the \$1,000 adjustment for a triple vs. double garage, which represents a square foot adjustment of \$4.13 (11 X 22 stall assumed) vs. a \$14.75 per square foot cost of the subject garage as shown in the cost approach is misleading; there was no adjustment for a superior “fully fenced pasture” as shown in the MLS, and the substantially superior site size is not properly adjusted.

iii. *Comparable #3*: The \$1,000 adjustment for a triple vs. double garage, which represents a square foot adjustment of \$4.13 (11 X 22 stall assumed) vs. a \$14.75 per square foot cost of the subject garage as shown in the cost approach is misleading; and no adjustment was made for a “full automatic sprinkler system” as shown on the MLS.

d. Both legal descriptions for the subject property, attached as Exhibit A and Addendum to the report, describe access easements on the property, but Respondent’s report stated that “there were no apparent adverse easements” and failed to discuss or recognize the impact of the easements, if any, in the valuation analysis, in violation of Standards Rules 1-2(c).

e. Respondent’s report failed to consider and analyze a current Purchase and Sales Agreement, along with the addendum and counteroffer, and listing of the property, in violation of Standards Rule 1-5(a).

f. Respondent failed to prepare the report in an ethically and competent manner in accordance with USPAP Standards, in violation of the Ethics Provision, Conduct Section.

COUNT THREE

Case No. REA-P3-02A-99-039

8. On or about May 6, 1997, Respondent prepared an appraisal report for the property located at 315 Central Canyon Street in Nampa, Idaho (“Subject Property #3”).

9. Respondent’s appraisal of Subject Property #3 failed to meet the following requirements of USPAP Standards (1997):

a. Respondent's report described the property as "average" in the "Condition of Improvements" "Interior" section and, in the Addendum, stated that "the Subject is an average built home that has been maintained in average condition on both the interior and exterior," while only noting that the den area needed floor covering. As evidenced by the May 3, 1999, Statement of the buyer, Shirlene Cox, and photographs, the house was unlivable because of dirty carpet with numerous stains from pets and children, the house tilted, the bathroom floor sagged every time it was walked across, the garage has extensive peeling paint, and the property had substantial debris and junk cars at the time of the appraisal. In addition, the residence contained cracks in the foundation (one with a separation of between $\frac{3}{4}$ " and 1"), settling of exterior concrete, and soffit and eave damage. Respondent's description of the property as "average" is misleading and provided the basis for an overstated opinion of value, in violation of Standards Rules 1-1(a), (b) and (c) and 2-1(a), (b) and (c).

b. Respondent's report stated that the property had an effective age of 25 years, which is unsubstantiated by any information, is misleading, and provided the basis for an overstated opinion of value, in violation of Standards Rules 1-1(a), (b) and (c) and 2-1(a) and (b).

c. Respondent's report failed to correctly identify the flood hazard map information, in violation of Standards Rules 1-1(a), (b) and (c) and 2-1(a) and (b).

d. Respondent's report described the detached garage/workshop as having the same value as a three-car garage and adjusted the same. Respondent's adjustments, however, were inconsistent with the photographs and the reported condition from other parties that the "garage" was a poor quality structure in poor condition, that it contained two 55-gallon drums with weeds growing around them (indicating that the drums had been there for an extensive period of time), that it was peeling paint in 1" to 2" chips, and that it contained undersized doors with inferior utility to present standards.

Respondent's description of the "garage" was misleading, in violation of Standards Rules 1-1(a), (b) and (c) and 2-1(a) and (b).

e. Respondent's report overstated the unit cost per square foot utilized in the cost approach for the size and quality of the subject property, and there is no discussion or support for the land value, in violation of Standards Rules 1-4(a) and (b)(ii).

f. Respondent's report failed to include appropriate comparables and failed to consider and reconcile the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the approaches used, in violation of Standards Rules 1-1(a), (b) and (c) and 1-5(c). Respondent's report did not contain any supporting documentation regarding any verifications or narrative discussion of findings for the comparable sales. The design, quality and condition of the subject is significantly inferior to the comparable sales, which is inconsistent with Respondent's reporting in the grid and absence of corresponding negative adjustments. In addition, as to the individual comparables:

i. *Comparable #1:* There was no adjustment for the "new carpet, reconditioned hardwood, new paint" or a superior full automatic sprinkler system as stated in the MLS, and the size adjustment of \$200 implies accuracy unattainable in an appraisal analysis.

ii. *Comparable #2:* There was no adjustment for the "seldom found remodeled dream kitchen, Old World charm, new roof coming before closing" or "manual sprinkler system" as stated in the MLS, and the size adjustment of \$100 implies accuracy unattainable in an appraisal analysis.

iii. *Comparable #3:* There was no adjustment for the "full automatic sprinkler system" as stated in the MLS, the property had an actual age of 27 rather than 30 as reported, no adjustment was made for the new paint inside and out, and the size adjustment of \$200 implies accuracy unattainable in an appraisal analysis.

g. Respondent failed to prepare the report in an ethically and competent manner in accordance with USPAP Standards, in violation of the Ethics Provision, Conduct Section.

COUNT FOUR

Case No. REA-P3-02A-99-040

10. On or about May 23, 1997, and again on February 24, 2000, Respondent prepared appraisal reports for the property located at 10800 Highway 52 in Horseshoe Bend, Idaho ("Subject Property #4").

11. Respondent's May 23, 1997, appraisal of Subject Property #4 failed to meet the following requirements of USPAP Standards (1997):

a. Extraordinary assumptions in the report appear to have been made but not explained or supported, in violation of Standards Rules 1-2(g) and 2-2(b)(viii). For example, the Addendum to Respondent's report stated that the "Cost to Complete" (CTC) of the improvement was estimated to be \$7,500, but in the report Respondent stated that the appraisal was made "as is" and no cost verifications or source of cost was given in support of the CTC, nor was estimated time of completion given. Further, the report indicated that "no adverse easement, encroachments, or conditions noted," but the legal description indicated a "permanent easement" was given, and the report indicated a dirt-gravel driveway surface but the "street scene" is a paved highway.

b. The subject is a log-constructed residence, and Respondent stated in the Addendum that the "homeowner is still in the process of building the home." The report, however, contained no explanation or discussion of the homeowner's experience, ability, and workmanship, in violation of Standards Rules 2-1(b) and 2-2 (b)(viii).

c. Respondent's report contained inadequate analysis and support for the land value used, in violation of Standards Rules 1-4(a), 2-1(b) and 2-2(b)(viii).

d. The subject was an existing (one-year-old) log residence, but Respondent's report did not contain the Marshall and Swift calculations, and no

information provided by local contractors, brokers or agents was found to support the cost analysis, making the analyses, opinions and conclusions in the report impossible to assess. In addition, no matched pair analysis could be found to support the adjustments made in the report, all in violation of Standards Rules 1-4(b)(i), 2-1(b) and 2-2(b)(viii).

e. Respondent's report failed to include appropriate comparables and failed to consider and reconcile the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the approaches used, in violation of Standards Rules 1-1(a), (b) and (c) and 1-5(c). For example, site adjustments were made at \$1,500 per acre, but no substantiation was included in the report. In addition, large positive adjustments were made for quality of construction for Comparables #1, #2 and #4 without any supportive analysis. In the work file, the notes indicate that the carpet was paid for, needed ceiling and one wall finished, but this is not mentioned in the report. The subject is a 2-bedroom and the comparables have 3 bedrooms, but the report contains no discussion of a 2-bedroom vs. a 3-bedroom. Also, the subject had baseboard heating while the comparables had geothermal or forced air, but no explanation was made in the report for the lack of adjustment.

f. Respondent failed to prepare the report in an ethically and competent manner in accordance with USPAP Standards, in violation of the Ethics Provision, Conduct Section.

12. Respondent's February 24, 2000, appraisal of Subject Property #4 failed to meet the following requirements of USPAP Standards (2000):

a. Respondent's report fails to clearly identify exposure time, in violation of Standards Rule 1-2(c) and Statement 6.

b. Extraordinary assumptions in the report appear to have been made but not explained or supported, in violation of Standards Rules 1-2(g), 2-1(c) and 2-2(b)(viii). For example, the Addendum to Respondent's report stated that the "Cost to Complete" (CTC) of the improvement was estimated to be \$10,000, but in the report

Respondent stated that the appraisal was made “as is” and no cost verifications or source of cost was given in support of the CTC, nor was estimated time of completion given. Further, the report indicated that “no adverse easement, encroachments, or conditions noted,” but the legal description indicated a “permanent easement” was given, and the report indicated a dirt-gravel driveway surface but the “street scene” is a paved highway.

c. The homeowner constructed the log residence, but the report contained no explanation or discussion of the homeowner’s experience, ability, and workmanship, in violation of Standards Rules 2-1(b) and 2-2(b)(viii).

d. Respondent’s report contained inadequate analysis and support for the land value, in violation of Standards Rules 1-4(b)(i) and 2-2(b)(ix).

e. The subject was an existing (four-year-old) log residence, but Respondent’s report did not contain the Marshall and Swift calculations, and no information provided by local contractors, brokers or agents was found to support the cost analysis, making the analyses, opinions and conclusions in the report impossible to assess. In addition, no matched pair analysis could be found to support the adjustments made in the report, all in violation of Standards Rules 1-4(b)(ii), 2-1(b) and 2-2(b)(ix).

f. Respondent’s report failed to include appropriate comparables and failed to consider and reconcile the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the approaches used, in violation of Standards Rules 1-1(a), (b) and (c), 1-5(c), and 2-2(b)(ix). For example, site adjustments were made at \$1,000 per acre, but no substantiation was included in the report; large positive adjustments were made for quality of construction for Comparables #3 and #4 without any supportive analysis; the subject is a 1-bedroom and the comparables have 2 or more bedrooms, but the report contains no discussion of a 1-bedroom vs. a 2-bedroom; the subject is 4 years old, and Comparable #1 is 11-20 years old, Comparable #2 is 21-30 years old, Comparable #3 is 31-50 years old, and Comparable #4 is 21-30 years old, but the report contains no adjustments or comments to

support no adjustments; and condition adjustments on Comparables #5 and #6 are unsupported.

g. Respondent failed to prepare the report in an ethically and competent manner in accordance with USPAP Standards, in violation of the Ethics Provision, Conduct Section.

COUNT FIVE

Case No. REA-L3C-02A-00-022

13. On or about November 22, 1998, Respondent prepared an appraisal report for the property located at 2649 E. Gloucester in Boise, Idaho ("Subject Property #5").

14. Respondent's November 22, 1998, appraisal of Subject Property #5 failed to meet the following requirements of USPAP Standards (1998):

a. Respondent's report stated that the neighborhood built up is 25-75% when, in fact, it was over 75% built up, in violation of Standards Rules 1-1(b) and (c).

b. Respondent's report omitted the River Run residential district in its determination of the neighborhood price range, which resulted in an understated predominate value of \$125,000, and the present land use percentages were correspondingly incorrect for single family and vacant, in violation of Standards Rules 1-1(b) and (c).

c. Respondent reported an age of the improvement as 7 years with an effective age of 2 years with no discussion of modernization, remodeling or new additions, which is misleading and in violation of Standards Rules 1-1(b) and (c).

d. The site comments in the report failed to discuss the diminished utility of the site as a result of the New York Canal backing the site, which is elevated with the rear property line extending only the canal embankment and is inaccessible from the rear yard, in violation of Standards Rules 1-1(b) and (c) and 1-2(c).

e. The unit cost per square foot utilized in the cost approach of Respondent's report was overstated for the size and quality of the subject property, and

the report failed to contain any support for the inappropriately low depreciation, all in violation of Standards Rules 1-4(b)(ii) and (iii).

f. Respondent's report failed to include appropriate comparables and failed to consider and reconcile the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the approaches used, in violation of Standards Rules 1-1(a), (b) and (c) and 1-5(c). Respondent's report did not contain any supporting documentation regarding any verifications or narrative discussion of findings for the comparable sales. The design, quality and condition of the subject is significantly inferior to the comparable sales. In addition, as to the individual comparables:

i. *Comparable #1*: This sale was a multiple-story condominium project, and the price for a single-family detached improvement in this area would have been significantly higher. This sale had superior quality construction on the interior and exterior. The exterior had wood framed windows and high-quality wood lap siding with wood shake roof cover. The site is superior with open landscaped common area behind and a view of a creek at the rear. No discussion or adjustments were made in Respondent's report for these superior characteristics. Respondent's report also failed to adjust appropriately for the two decks, the oversized double garage, and the attic storage. In addition, this was a one-year-old sale, while newer, more similar data was omitted from Respondent's report.

ii. *Comparable #3*: Respondent's report failed to adjust appropriately for the superior location and quality as compared to the subject. Respondent's report also failed to adjust appropriately for the hot tub and the 3-car garage. In addition, this was a 13-month-old sale, while newer, more similar data was omitted from the report.

iii. *Comparable #4*: Respondent's report failed to adjust appropriately for the superior location and quality as compared to the subject.

Respondent's report also failed to adjust appropriately for the hot tub and the 3-car garage. In addition, this was a 17-month-old sale, while newer, more similar data was omitted from the report.

g. Respondent failed to prepare the report in an ethically and competent manner in accordance with USPAP Standards, in violation of the Ethics Provision, Conduct Section.

15. The above-stated allegations, if proven, would constitute a violation of the laws and rules governing the practice of real estate appraisals, specifically Idaho Code § 54-4107(e) and IDAPA 24.18.01.700. Violations of these laws and rules would further constitute grounds for disciplinary action against Respondent's license to practice real estate appraisals in the State of Idaho.

16. Respondent, in lieu of proceeding with a formal disciplinary action to adjudicate the allegations as set forth above, hereby admits the violations and agrees to the discipline against his license as set forth in Section C below.

B.

I, David L. Votaw, by affixing my signature hereto, acknowledge that:

1. I have read and admit the allegations pending before the Board, as stated above in section A. I further understand that these allegations constitute cause for disciplinary action upon my license to practice real estate appraisals in the State of Idaho.

2. I understand that I have the right to a full and complete hearing; the right to confront and cross-examine witnesses; the right to present evidence or to call witnesses, or to so testify myself; the right to reconsideration; the right to appeal; and all rights accorded by the Administrative Procedure Act of the State of Idaho and the laws and rules governing the practice of real estate appraisals in the State of Idaho. I hereby freely and voluntarily waive these rights in order to enter into this stipulation as a resolution of the pending allegations.

3. I understand that in signing this consent order I am enabling the Board to impose disciplinary action upon my license without further process.

C.

Based upon the foregoing stipulation, it is agreed that the Board may issue a decision and order upon this stipulation whereby:

1. License No. CRA-163 issued to Respondent David R. Votaw is hereby suspended for a period of one (1) year. During the one-year mandatory suspension period, Respondent shall not practice real estate appraisals in the State of Idaho, but may work as a trainee under the supervision of a duly licensed real estate appraiser. The one-year mandatory suspension period shall commence 5 days from the date of entry of the Board's Order.

2. Respondent shall pay to the Board an administrative fine in the amount of Three Thousand and No/100 Dollars (\$3,000.00). The fine may be made in payments over the course of the first six months of the suspension and must be paid in full prior to Respondent requesting reinstatement.

3. Respondent shall pay investigative costs and attorney fees in the amount of Seven Hundred and Fifty and No/100 Dollars (\$750.00). Payment of costs must be made within the first six months of the suspension and must be paid in full prior to Respondent requesting reinstatement.

4. ~~If~~ ^{When} License No. CRA-163 is reinstated following the suspension, pursuant to the terms of this Consent Order, Respondent's License No. CRA-163 shall be placed on probation for a period of twelve (12) months. The conditions of probation are as follows:

a. Respondent shall comply with all state, federal and local laws, rules and regulations governing the practice of real estate appraisals in the State of Idaho.

b. Respondent shall inform the Board in writing of any change of place of practice or place of business within 15 days of such change.

c. In the event Respondent should leave Idaho for three (3) continuous months, or to reside or practice outside of the state, Respondent must provide written notification to the Board of the dates of departure, address of intended residence or place of business, and indicate whether Respondent intends to return. Periods of time spent outside Idaho will not apply to the reduction of this period or excuse compliance with the terms of this Stipulation.

d. Respondent shall fully cooperate with the Board and its agents, and submit any documents or other information within a reasonable time after a request is made for such documents or information.

e. Respondent shall make all files, records, correspondence or other documents available immediately upon the demand of any member of the Board's staff or its agents.

6. At the conclusion of the 12-month probationary period, Respondent may request from the Board reinstatement of License No. CRA-163 without further restriction. Any request for full reinstatement must be accompanied by written proof of compliance with the terms of this Stipulation.

7. All costs associated with compliance with the terms of this stipulation are the sole responsibility of Respondent.

8. The violation of any of the terms of this Stipulation by Respondent will warrant further Board action. The Board therefore retains jurisdiction over this proceeding until all matters are finally resolved as set forth in this Stipulation.

D.

1. It is hereby agreed between the parties that this Stipulation shall be presented to the Board with a recommendation for approval from the Deputy Attorney General responsible for prosecution before the Board at the next regularly scheduled meeting of the Board.

2. Respondent understands that the Board is free to accept, modify with Respondent's approval, or reject this Stipulation, and if rejected by the Board, a formal complaint may be filed against Respondent. Respondent hereby agrees to waive any right Respondent may have to challenge the impartiality of the Board to hear the disciplinary complaint if, after review by the Board, this Stipulation is rejected.

3. If the Stipulation is not accepted by the Board, it shall be regarded as null and void. Admissions by Respondent in the Stipulation will not be regarded as evidence against Respondent at the subsequent disciplinary hearing.

4. The Consent Order shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board.

5. Any failure on the part of Respondent to timely and completely comply with any term or condition herein shall be deemed a default.

6. Any default of this Stipulation and Consent Order shall be considered a violation of Idaho Code § 54-4107. If Respondent violates or fails to comply with this Stipulation and Consent Order, the Board may impose additional discipline pursuant to the following procedure:

a. The Chief of the Bureau of Occupational Licenses shall schedule a hearing before the Board. Within twenty-one (21) days after the notice of hearing and charges is served, Respondent shall submit a response to the allegations. If Respondent does not submit a timely response to the Board, the allegations will be deemed admitted.

b. At the hearing before the Board upon default, the Board and Respondent may submit affidavits made on personal knowledge and argument based upon the record in support of their positions. Unless otherwise ordered by the Board, the evidentiary record before the Board shall be limited to such affidavits and this Stipulation and Consent Order. Respondent waives a hearing before the Board on the facts and substantive matters related to the violations described in Section A, and waives discovery,

cross-examination of adverse witnesses, and other procedures governing administrative hearings or civil trials.

c. At the hearing, the Board will determine whether to impose additional disciplinary action, which may include conditions or limitations upon Respondent's practice or suspension or revocation of Respondent's license.

7. The Board shall have the right to make full disclosure of this Stipulation and Consent Order and the underlying facts relating hereto to any state, agency or individual requesting information subject to any applicable provisions of the Idaho Public Records Act, Idaho Code §§ 9-337-50.

8. This Stipulation and Consent Order contains the entire agreement between the parties, and Respondent is not relying on any other agreement or representation of any kind, verbal or otherwise.

I have read the above stipulation fully and have had the opportunity to discuss it with legal counsel. I understand that by its terms I will be waiving certain rights accorded me under Idaho law. I understand that the Board may either approve this stipulation as proposed, approve it subject to specified changes, or reject it. I understand that, if approved as proposed, the Board will issue an Order on this stipulation according to the aforementioned terms, and I hereby agree to the above stipulation for settlement. I understand that if the Board approves this stipulation subject to changes, and the changes are acceptable to me, the stipulation will take effect and an order modifying the terms of the stipulation will be issued. If the changes are unacceptable to me or the Board rejects this stipulation, it will be of no effect.

DATED this 15th day of July, 2003.

A handwritten signature in black ink, appearing to read "David L. Votaw", written over a horizontal line.

David L. Votaw
Respondent

I concur in this stipulation and order.

DATED this 21st day of July, 2003.

STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL

By Cheri L. Bush
Cheri L. Bush
Deputy Attorney General

ORDER

Pursuant to Idaho Code § 54-4106, the foregoing is adopted as the decision of the Board of Real Estate Appraisers in this matter and shall be effective on the 18th day of August, 2003. IT IS SO ORDERED.

IDAHO STATE BOARD
OF REAL ESTATE APPRAISERS

By Paul Morgan
Paul Morgan, Chair

CERTIFICATE OF SERVICE

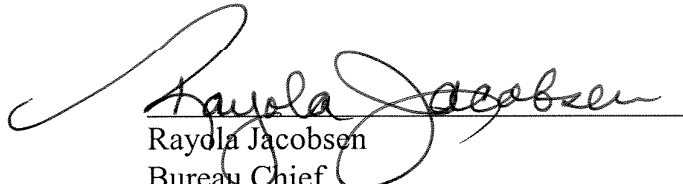
I HEREBY CERTIFY that on this 19th day of August, 2003, I caused to be served a true and correct copy of the foregoing addressed and mailed as follows:

David L. Votaw
C/O Wyatt Johnson
3649 Lakeharbor Lane
Boise, ID 83703

☒ U.S. Mail, postage prepaid
☒ Certified U.S. Mail, return receipt
____ Hand Delivery
____ Overnight Mail
____ Facsimile: _____
____ Statehouse Mail

Cheri L. Bush
Deputy Attorney General
P.O. Box 83720
Boise, ID 83720-0010

____ U.S. Mail, postage prepaid
____ Certified U.S. Mail, return receipt
____ Hand Delivery
____ Overnight Mail
____ Facsimile: _____
☒ Statehouse Mail


Rayola Jacobsen
Bureau Chief
Bureau of Occupational Licenses